

Amendment 189 Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 189 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 20TH day of MARCH, 2012, by and between Vix Technology (USA) Inc. (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to modify Autoload account configuration, reporting and processing to implement fraud controls for the ORCA fare Autoload Program. This work is more fully described in RFCS-RFI 655 *Autoload Program Enhancements v9.0* as approved by the Agencies on February 29, 2012.
- C. The Parties agree that the Work necessary to modify Autoload Account configuration will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

- 1.1 The Contractor will perform the work necessary to modify Autoload account configuration, reporting and processing to control fraud with the Autoload Program. The Contractor will:
- (a) Add selection criteria to the Autoload Expirations Report that results in the report including only credit cards associated with active Autoload accounts
 - (b) Require that an email address is a required field for setting up or changing an Autoload agreement
 - (c) In the case where there is no email address in the Cardholder account, provide a direct link to the Cardholder Details page to add an email address
 - (d) Allow a customer who is setting up or re-establishing an Autoload account to select a previously used bank card from the drop down menu.
 - (e) Verify the card details, when a customer performs the action described in requirement "c" above, by sending a penny test transaction to Cybersource.
 - (f) Remove the requirement for Address Verification Service (AVS) on Autoload revalue transactions, but retain it on the Autoload set-up.
 - (g) Automatically cancel an active Autoload if it meets the following conditions
 - i. It is for an amount greater an \$0.01 AND it has been revalued to the card but the subsequent credit card transaction fails; OR
 - ii. The credit card expires.
 - (h) Automatically generate a notification email to the cardholder when the following conditions occur:
 - i. The system has cancelled their Autoload as a result of requirement "f" above
 - ii. Their credit card will expire in X days (where "X" is set to 15)
 - iii. Their credit card will expire in Y days (where "Y" is set to 5)
- 1.2 The Contractor will update the following system documentation:
- (a) SEA-01539 ORCA Call Center Website Functional Specification
 - (b) SEA-01438 ORCA Cardholder Website Functional Specification
 - (c) SEA-00363 Call Center Operations Manual

Section 2.0 Schedule:

- 2.1 The work described in Section 1.0 will be completed with Maintenance Release 17.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 3.0 Compensation Changes

3.1 Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 189

The Contractor will perform the work necessary to implement Autoload account configuration, reporting and processing	
TOTAL	\$88,218

Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and Eighty-nine shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: [Signature]
Its: General Manager
Date: 3/5/12

Central Puget Sound Regional Transit Authority

By: _____
Its: _____
Date: _____

City of Everett

By: _____
Its: _____
Date: _____

King County

By: _____
Its: _____
Date: _____

Kitsap County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Pierce County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Snohomish County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By: _____
Its: _____
Date: _____

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: [Signature]
Its: General Manager
Date: 3/5/12

Central Puget Sound Regional Transit Authority

By: [Signature]
Its: CEO
Date: 3-8-12

City of Everett

By: _____
Its: _____
Date: _____

King County

By: _____
Its: _____
Date: _____

Kitsap County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Pierce County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Snohomish County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By: _____
Its: _____
Date: _____

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: [Signature]
Its: General Manager
Date: 3/5/12

Central Puget Sound Regional Transit Authority

By: _____
Its: _____
Date: _____

City of Everett

By: _____
Its: _____
Date: _____

King County

By: [Signature]
Its: GM
Date: 3/16/12

Kitsap County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Pierce County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Snohomish County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By: _____
Its: _____
Date: _____

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: [Signature]
Its: General Manager
Date: 3/5/12

Central Puget Sound Regional Transit Authority

By: _____
Its: _____
Date: _____

City of Everett

By: _____
Its: _____
Date: _____

King County

By: _____
Its: _____
Date: _____

Kitsap County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Pierce County Public Transportation Benefit Area

By: [Signature]
Its: CEO
Date: 3/12/12

Snohomish County Public Transportation Benefit Area

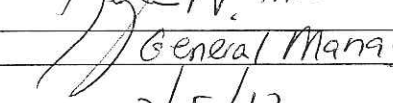
By: _____
Its: _____
Date: _____

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By: _____
Its: _____
Date: _____

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: 
Its: General Manager
Date: 3/5/12

Central Puget Sound Regional Transit Authority

By: _____
Its: _____
Date: _____

City of Everett

By: _____
Its: _____
Date: _____

King County

By: _____
Its: _____
Date: _____

Kitsap County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

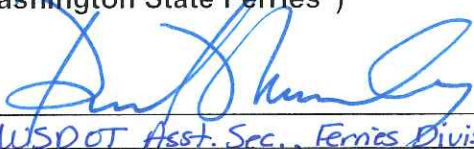
Pierce County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Snohomish County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By: 
Its: WSDOT Asst. Sec., Ferries Division
Date: 3/20/12

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: [Signature]
Its: General Manager
Date: 3/5/12

Central Puget Sound Regional Transit Authority

By: _____
Its: _____
Date: _____

City of Everett

By: [Signature]
Its: Director
Date: 3-19-12

King County

By: _____
Its: _____
Date: _____

Kitsap County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Pierce County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Snohomish County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By: _____
Its: _____
Date: _____

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: [Signature]
Its: General Manager
Date: 3/5/12

Central Puget Sound Regional Transit Authority

By: _____
Its: _____
Date: _____

King County

By: _____
Its: _____
Date: _____

Pierce County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By: _____
Its: _____
Date: _____

City of Everett

By: _____
Its: _____
Date: _____

Kitsap County Public Transportation Benefit Area

By: [Signature]
Its: Executive Director
Date: 3/8/12

Snohomish County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: [Signature]
Its: General Manager
Date: 3/5/12

Central Puget Sound Regional Transit Authority

By: _____
Its: _____
Date: _____

King County

By: _____
Its: _____
Date: _____

Pierce County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By: _____
Its: _____
Date: _____

City of Everett

By: _____
Its: _____
Date: _____

Kitsap County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Snohomish County Public Transportation Benefit Area

By: [Signature]
Its: Emmett Heath, Director of Administration
Date: 3-14-2012